

In re Application of:	)	
Andrew P. Phelan et al.	)	
	)	Art Unit: 2877
Application No: 10/816,216	)	
	)	Confirmation No.: 7299
Filed: April 1, 2004	)	
	)	Examiner: GEISEL, KARA E
For: OPTICAL ARRANGEMENT FOR	)	
ASSAY READING DEVICE	)	

**REQUEST TO CORRECT INVENTORSHIP UNDER 37 C.F.R. § 1.48(a)**

Please correct the inventorship in the above-referenced application by adding inventor Stephen P. Sharrock. The required statement of Mr. Sharrock, declarations of the inventors, and consent of the assignee are filed herewith. Payment of the processing fee is authorized on the accompanying Fee Transmittal. Please charge any other required fee, or credit any overpayment, to Deposit Account No. 06-1448, ref. ISA-008.01.

Dated: December 21, 2005  
Customer No. 25,181  
FOLEY HOAG LLP  
155 Seaport Boulevard  
Boston, MA 02210  
Tel.: (617) 832-1230

/SCOTT E. KAMHOLZ/  


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Scott E. Kamholz  
Reg. No. 48,543  
Attorney for Applicants

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:	)	
Andrew P. Phelan et al.	)	
Application No:	)	Art Unit: 2877
10/816,216	)	
Filed:	)	Confirmation No.: 7299
April 1, 2004	)	
For:	)	Examiner: Chisdes, Sarah J.
OPTICAL ARRANGEMENT FOR	)	
ASSAY READING DEVICE	)	

**CERTIFICATE OF MAILING**

I hereby certify that the following paper is being deposited with the United States Postal Service as first-class mail in an envelope addressed to Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on

Printed name: \_\_\_\_\_

Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT OF STEPHEN P. SHARROCK**

I, Stephen P. Sharrock, state that I was erroneously omitted from the inventorship of U.S. patent application number 10/816,216, and that this error occurred without deceptive intention on my part.

15th December 2005  
Date

Stephen P. Sharrock  
Stephen P. Sharrock

**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN APPLICATION USING AN  
APPLICATION DATA SHEET (37 CFR 1.76)**

<b>Title of Invention</b>	<b>OPTICAL ARRANGEMENT FOR ASSAY READING DEVICE</b>
<p>As the below named inventor(s), I/we declare that:</p> <p>This declaration is directed to:</p> <p><input type="checkbox"/> The attached application, or</p> <p><input checked="" type="checkbox"/> Application No. <u>10/816,216</u>, filed on April 1, 2004,</p> <p><input type="checkbox"/> as amended on _____ (if applicable);</p> <p>I/we believe that I/we am/are the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought;</p> <p>I/ we have reviewed and understand the contents of the above-identified application, including the claims, as amended by any amendment specifically referred to above;</p> <p>I/we acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me/us to be material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the National or PCT International filing date of the continuation-in-part application.</p> <p>All statements made herein of my/own knowledge are true, all statements made herein on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and may jeopardize the validity of the application or any patent issuing thereon.</p>	
<b>FULL NAME OF INVENTOR(S)</b>	
Inventor one: <u>Andrew P. Phelan</u>	
Signature: <u>Andrew P. Phelan</u>	Citizen of: <u>United Kingdom</u>
Inventor two: <u>Stephen P. Sharrock</u>	
Signature: <u>Stephen P. Sharrock</u>	Citizen of: <u>United Kingdom</u>
<input type="checkbox"/> Additional inventors or a legal representative are being named on _____ additional form(s) attached hereto.	
<small>This collection of information is required by 35 U.S.C. 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 1 minute to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.</small>	

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of:

Andrew P. Phelan et al.

Application No: 10/816,216

Filed: April 1, 2004

For: OPTICAL ARRANGEMENT FOR  
ASSAY READING DEVICE

Art Unit: 2877

Confirmation No.: 7299

Examiner: Chisdes, Sarah J.

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**CONSENT OF ASSIGNEE TO CORRECTION OF INVENTORSHIP**

Sir:

Inverness Medical Switzerland GmbH, which is the assignee of the entire right, title, and interest in the above-referenced U.S. patent application as established on the accompanying Statement under 37 CFR 3.73, hereby consents to the correction of the inventorship of this patent application by the addition of inventor Stephen P. Sharrock. The undersigned states that he/she has the authority to act on behalf of Inverness Medical Switzerland GmbH.

INVERNESS MEDICAL SWITZERLAND GMBH

By: 

Printed name: PAUL T. HEMMER

Title: GESCHÄFTSFÜHRER

Date: December 19, 2005

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Phelan et al.Application No./Patent No.: 10/816,216Filed/Issue Date: April 1, 2004Entitled: OPTICAL ARRANGEMENT FOR ASSAY READING DEVICEInverness Switzerland GmbH, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Andrew P. Phelan and Stephen P. Sharrock To: Unipath Limited

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Unipath Limited

To: Inverness Medical Switzerland GmbH

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From:

To:

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

**[NOTE]** A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08

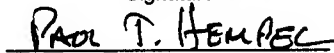
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



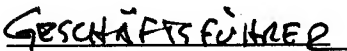
Signature

December 19, 2005

Date



Printed or Typed Name

\_\_\_\_\_  
Telephone Number


Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

### ASSIGNMENT

Whereas we, Andrew P. Phelan, whose residence address is 1 Bucks Close Village Road, Bromham, Bedford, Bedfordshire, UK MK443UP, and Stephen P. Sharrock, whose residence address is 21 DeParys Avenue, Bedford, Bedfordshire, UK MK40 2TX, have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled OPTICAL ARRANGEMENT FOR ASSAY READING DEVICE, identified by Foley Hoag LLP Docket No. ISA-008.01, the specification of which was filed on April 1, 2004, and accorded Serial Number 10/816,216; and

Whereas Unipath Limited, whose address is Priory Business Park, Bedford, MK44 3UP, United Kingdom, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, the receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer, and convey to Assignee our entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made;

and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

15<sup>th</sup> December 2005      Andrew P. Phelan  
Date                                  Andrew P. Phelan, Inventor

15<sup>th</sup> December 2005      M. P. Andrew  
Date                                  Witness  
M. P. Andrew  
Witness's Printed Name

15<sup>th</sup> December 2005      Stephen P. Sharrock  
Date                                  Stephen P. Sharrock, Inventor

15 December 2005      M. P. Andrew  
Date                                  Witness  
M. P. Andrew  
Witness's Printed Name

### ASSIGNMENT

Whereas Unipath Limited, whose address is Priory Business Park, Bedford, MK44 3UP, United Kingdom, and which, together with its successors and assigns, is hereinafter called "Assignor," owns the entire right, title and interest in and to certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled OPTICAL ARRANGEMENT FOR ASSAY DEVICE, identified by Foley Hoag LLP Docket No. ISA-008.01, the specification of which was filed on April 1, 2004, and accorded Serial Number 10/816,216, and owns the entire right, title and interest in and to said application for Letters Patent of the United States of America and any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent; and

Whereas Inverness Medical Switzerland GmbH, whose address is Bundesplatz 1, CH 6300 Zug, Switzerland, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby, without reservation:

1. Assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in its name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorizes and requests the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Warrants that it has not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make,



use, or sell anything embodying or utilizing any of said inventions or discoveries; and that it has good right to assign the same to Assignee without encumbrance;

5. Binds its heirs, legal representatives and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to it or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor, its heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which Assignor has caused this Assignment to be executed as an instrument under seal on the date indicated immediately below the signature of the authorized signatory.

For UNIPATH LIMITED:

By Authorized Signatory: P. G. Welch

Date: DEC 19, 2005

Printed name: P. G. WELCH

Title: MANAGING DIRECTOR

Witness Signature: AGNIS

Date: Dec 19, 2005

Witness printed name: C. G. CUBBS